



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Case and Transaction Information

11/15/17 1:22 PM

Cause Number: 141-294500-17

Date Filed: 09-05-2017

RICHARD ABRAMS

| VS |

ALLSTATE VEHICLE & PROPERTY
INSURANCE COMPANY

Cause of Action: CONTRACT, INSURANCE

Case Status: DEFAULT JUDGMENT

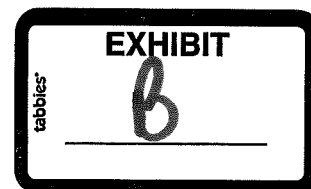
File Mark	Description		Assessed Fee	Credit/Paid Fee
09-05-2017	<u>PLTF'S ORIG PET</u>	N I	<u>289.00</u>	
09-05-2017	<u>COURT COST (PAID) trans #1</u>	Y		<u>289.00</u>
09-05-2017	<u>LTR REQ FOR SVC</u>	I		<u>0.00</u>
09-05-2017	<u>MILITARY AFFDT</u>	I		<u>0.00</u>
09-05-2017	<u>CIVIL CASE INFO SHEET</u>			<u>0.00</u>
10-10-2017	<u>LTR REQ CIT BE EMAILED</u>	I		<u>0.00</u>
10-10-2017	<u>CIT-ISSUED ON ALLSTATE VEHICLE & PROPERTY</u>	N Svc	<u>8.00</u>	
	<u>INSURANCE CO-On 10/12/2017</u>			
10-10-2017	<u>COURT COST (PAID) trans #7</u>	Y		<u>8.00</u>
10-18-2017	<u>RETURN-ALLSTATE VEHICLE & PROPERTY INS CO</u>	I		<u>0.00</u>
11-06-2017	<u>PLTF'S MTN FOR DEFAULT JDG</u>	I		<u>0.00</u>
11-06-2017	<u>(PROPOSED) DEFAULT JDG</u>	I		<u>0.00</u>
11-08-2017	<u>***DEFAULT JDG***</u>	I M		<u>0.00</u>
11-08-2017	<u>DOCKET SHEET</u>	I		<u>0.00</u>
11-08-2017	<u>*****CASE CLOSED*****</u>			<u>0.00</u>

District Clerk's Office

Tom Vandergriff Civil Courts Building

100 N. Calhoun St., 2nd Floor, Fort Worth, Texas 76196, [Contact Us](#)

Please send questions and comments regarding the District Clerk web site to [District Clerk Webmaster](#)



141-294500-17

FILED
TARRANT COUNTY
9/5/2017 3:25 PM
THOMAS A. WILDER
DISTRICT CLERK

Richard Abrams Trustee of	§	
The Richard N. Abrams Trust created under	§	
The Abrams Family Gift Trust	§	In the District Court
	§	
<i>Plaintiff</i>	§	
	§	
v.	§	Tarrant County, Texas
	§	
Allstate Vehicle & Property	§	
Insurance Company	§	
	§	
<i>Defendant</i>	§	_____ Judicial District

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Richard Abrams Trustee of the Richard N. Abrams Trust created under the Abrams Family Gift Trust, (hereinafter referred to as "Plaintiff"), and file this Complaint against Defendants, Allstate Vehicle and Property Insurance Company ("Allstate") (hereinafter referred to as "Defendant"), and respectfully would show this court as follows:

PARTIES

1. Plaintiff is a Trust residing in and/or owning property in Tarrant County, Texas.
2. Defendant, Allstate, is an insurance company that is engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

DISCOVERY LEVEL

3. Plaintiff intends for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

Plaintiff's Original Petition



JURISDICTION

4. The District Court in Tarrant County has jurisdiction over this controversy because the damages are within the jurisdictional limits of this court. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiff reserves the right to amend this petition during and/or after the discovery process.

5. The District Court in Tarrant County has jurisdiction over Defendant, Allstate, because this defendant engaged in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

6. Venue is proper in Tarrant County, Texas, because the insured property is situated in Tarrant County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

7. Plaintiff is the owner of a property insurance policy number 8836486384 (hereinafter referred to as the "Policy") issued by Allstate. (Ex. B).

8. Plaintiff owns property located at 4301 Briarhaven Road, in Tarrant County (hereinafter referred to as the "Property"). Allstate sold Plaintiff the Policy insuring the Property.

9. On or around March 23, 2016 hail storms and windstorms struck Tarrant County, Texas, causing severe damage to homes and businesses throughout the region ("the Storm") including the Property. The Storm caused over \$611,848 in damages to the Property including extensive damage to Plaintiff's 2005 Bentley. (Ex. A, D).

10. Plaintiff subsequently submitted a claim to Allstate for the damage the Property sustained as a result of the Storm. As per Policy, Plaintiff requested that Allstate cover the cost of repairs, including but not limited to, replacement of the roof pursuant to the Policy. (Ex. B).

11. Of course Allstate wasn't going to pay \$611,848 in damages to Plaintiff. Allstate did appear like it would take this claim seriously. Allstate sent an initial estimator to inspect the

Property once the claim was reported. Then came an Allstate manager to conduct another inspection with the initial estimator of the Property. Finally, on or around June 1, 2017, Allstate hired and paid an inspector to avoid paying the claim. Without a doubt, Allstate's paid inspector's report came out on the side of Allstate. The hired Allstate inspector determined the hail from the Storm was way too small and therefore in no way could cause damage to the Property. (Ex. C). As expected, the Allstate report concluded any property damage was caused prior to the Storm. *Id.*

12. Defendant Allstate failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, Allstate refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged Property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Plaintiff has not heard from Allstate despite several demands and thus Allstate waived any right to defend upon Plaintiff not satisfying any conditions precedent. Allstate's conduct constitutes a breach of the insurance contract between Allstate and Plaintiff.

13. From and after the time Plaintiff's claim was presented to Defendant Allstate, the liability of Allstate to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Allstate has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

14. Allstate knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

15. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney who is representing Plaintiff with respect to these causes of action.

16. The acts and omissions Allstate committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Allstate with regard to handling these types of claims. Allstate's entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders.

BREACH OF CONTRACT

17. To prove a breach of contract, the insured has to establish: (1) the existence of the contract sued upon; (2) compliance with the terms of the contract; and (3) the insurer's breach of the contract. *St. Paul Ins. Co. v. Rakkar*, 838 S.W.2d 622, 629 (Tex. App.—Dallas 1992, writ denied).

18. There is a contract between Plaintiff and Defendant. (Ex. B). The contract specifically provides that if the Property is damaged by hail, Defendant must pay for the damage the hail caused. (Ex. B).

19. Plaintiff's Property was damaged by hail when the Policy was in force. (Ex. A). Allstate breached the contract by its failure/and/or refusal to adequately pay the claim as it is obligated to do under the terms of the Policy in question. (Ex. B). As a proximate cause, Plaintiff is damaged in the amount of \$611,840. (Ex. A).

Breach of the Duty of Good Faith and Fair Dealing

20. Allstate breached the duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages,

including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional stress.

DAMAGES

21. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

22. The damages caused by the hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damage to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of Defendant's mishandling of Plaintiff's claim in violation of the laws set forth above.

23. For breach of contract, Plaintiff are entitled to regain the benefit of their bargain, which is the amount of its claim, together with attorney's fees.

24. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional stress.

25. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

JURY DEMAND

26. Plaintiff hereby demands a trial by jury and tender the appropriate fee.

PRAYER

27. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this court cite Defendant to appear and answer herein and that Plaintiff has judgment taken against Defendants and recovers from Defendants all damages allowed by law, and that Plaintiff be awarded attorneys' fees for trial and any appeal of this case, for pre-judgment and post judgment interest as allowed by law, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

/s/ Michael Engfer
State Bar No. 24085296
6145 Wedgwood Drive
Fort Worth TX 76133
Phone: (817) 850-9800
Facsimile: (817) 916-5106
mike@sryp.net
ATTORNEY FOR PLAINTIFF

EXHIBIT A

EXHIBIT A

Insurance Claim Advantage, LLC

Your Adjuster. Your Advantage.
No Recovery. No Fee.Texas Department
of Insurance
License #: 2106655**SWORN STATEMENT IN PROOF OF LOSS**

At the time of loss, the following persons or legal entities were insured:

1. Identification of All Insured:

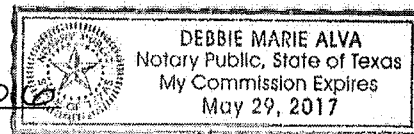
Richard Abrams
4301 Briarhaven Road
Fort Worth, TX 761092. Time and Origin: A Hail / Wind loss occurred on 2016-03-21. The cause and origin of the said loss were Hail / Wind.3. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Residential4. Title and Interest: At the time of the loss the interest of the named insured(s) in the property described therein was owner. No other person or persons has any interest therein or encumbrance thereon, except: lienholder.5. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: N/A

6. Total Insurance: The total amount of insurance upon the property described by this policy was at the time of the loss is reflected in the declaration page of policy number 836486384, other than this policy, there was no policy or other contract of insurance, written or oral, valid or invalid.

7. The Actual Cash Value of said property at the time of the loss was: Unknown8. The Whole Loss and Damage was: \$611840.789. The Amount Claimed under the above referenced policy prior to subtracting previous payments and the applicable deductible is: \$611840.78

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of an estimate or the preparation of proofs by a representative of the insured is not a waiver of any of the insured's rights.
SUPPLEMENT PROOF OF LOSS MAY FOLLOW.

Insured's Representative: [Signature]State of: TexasCounty of: HarrisSubscribed and sworn to me this 21st date of Dec., 2016
[Signature]
Notary Public


WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds or any insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Dallas

469.269.0087

Houston440 Louisiana, Suite 900
Houston TX, 77002**San Antonio**

210.570.9717

Insurance Claim Advantage, LLC

800.304.4748

EXHIBIT A

Insurance Claim Advantage, LLC

Your Adjuster. Your Advantage.
No Recovery. No Fee.Texas Department
of Insurance
License #: 2106655

December 2, 2016

Richard Abrams
4301 Briarhaven Road
Fort Worth, TX 76109

Claim Number:	0410541247TCC
Policy Number:	836486384
Insurance Company:	Allstate Insurance
Date of Loss:	2016-03-21
ICA Claim Number:	13201
Policy Holder(s) Name(s):	Richard Abrams
Loss Address:	4301 Briarhaven Road
	Fort Worth, TX 76109

Dear Richard Abrams:

Please find enclosed a draft copy of your claim's Initial Damage Estimate Report ("Estimate"). Please review the enclosed draft Estimate carefully for any discrepancies. All suggested modifications must be emailed to documents@insuranceclaimadvantage.com within five days of the date of this letter. ICA will notify you once a finalized Estimate is submitted to the insurance company.

We thank you for the continued trust you place with ICA in resolving your claim. Please do not hesitate to contact ICA's Central Headquarters at 800-304-4748 if you have any questions during the process.

Sincerely,

Insurance Claim Advantage, LLC

Enclosure

Dallas
469.269.0087Houston
440 Louisiana, Suite 900
Houston TX, 77002San Antonio
210.570.9717Insurance Claim Advantage, LLC
800.304.4748

EXHIBIT A



Insurance Claim Advantage, LLC

440 Louisiana, Suite 900
Houston TX, 77002
Tel: 800.786.1060
Web: www.insuranceclaimadvantage.com

Insured: Abrams, Richard- Trustee
Property: 4301 Briarhaven Road
Fort Worth, TX 76109
Home: 123 Main St.
Houston, TX 77002

Contractor: Don O. Staples
Company: Insurance Claim Advantage, LLC

Business: (303) 915-8746
E-mail: dstaples@insuranceclaimadvantage.com

Claim Number: 0410541247TCC

Policy Number: 836486384

Type of Loss: Damages from force of wind
and hail

Date Contacted: 3/21/2016

Date of Loss: 3/21/2016

Date Inspected:

Date Est. Completed: 12/1/2016 2:28 PM

Date Received: 10/3/2016 9:10 AM

Date Entered: 10/25/2016 10:58 AM

Price List: TXDF8X_DEC16
Restoration/Service/Remodel
Estimate: TRUSTEE_ICA

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900

Houston TX, 77002

Tel: 800.786.1060

Web: www.insuranceclaimadvantage.com

TRUSTEE_ICA**Source - Roof InSight****Source - Roof InSight****L**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Remove Slate roofing - High grade - 18" to 24" tall	141.62 SQ @	123.30 =	17,461.75
2. Slate roofing - High grade - 18" to 24" tall	162.86 SQ @	1,100.50 =	179,227.43
15% waste.			
3. Roofing felt - synthetic underlayment	162.86 SQ @	32.24 =	5,250.61
15% waste.			
4. Bird stop - Eave closure strip for tile roofing - clay	736.14 LF @	4.03 =	2,966.64
5. R&R Ridge / Hip / Rake cap - tile roofing	545.54 LF @	13.13 =	7,162.94
6. R&R Drip edge/gutter apron	736.14 LF @	2.11 =	1,553.26
7. Seal & paint trim - two coats	736.14 LF @	0.95 =	699.33
Paint drip edge.			
8. R&R Valley metal	236.35 LF @	4.61 =	1,089.57
9. R&R Flashing, 14" wide	52.85 LF @	3.36 =	177.58
10. R&R Roof vent - turtle type - Metal	3.00 EA @	52.37 =	157.11
11. R&R Exhaust cap - through roof - 6" to 8"	14.00 EA @	74.46 =	1,042.44
12. Prime & paint roof vent	17.00 EA @	24.02 =	408.34
13. R&R Flashing - pipe jack	5.00 EA @	37.39 =	186.95
14. Prime & paint roof jack	5.00 EA @	24.02 =	120.10
15. R&R Skylight - flat fixed, 9.1 - 10 sf	4.00 EA @	505.46 =	2,021.84
16. R&R Roof window step flashing kit	4.00 EA @	117.74 =	470.96
17. R&R Skylight - flat fixed, 12.1 - 15 sf	3.00 EA @	620.15 =	1,860.45
18. R&R Roof window step flashing kit - Large	3.00 EA @	136.75 =	410.25
19. R&R Fascia - metal - 4"	736.14 LF @	3.36 =	2,473.43
20. Prime & paint exterior fascia - metal, 4"- 6" wide	736.14 LF @	1.08 =	795.03
21. R&R Gutter - aluminum - up to 5"	672.91 LF @	4.87 =	3,277.08
22. R&R Downspout - aluminum - up to 5"	336.46 LF @	4.87 =	1,638.56
23. Prime & paint gutter / downspout	1,009.37 LF @	1.11 =	1,120.40

H

DESCRIPTION	QTY	UNIT PRICE	TOTAL
24. Remove Slate roofing - High grade - 18" to 24" tall	3.03 SQ @	123.30 =	373.60
25. Slate roofing - High grade - 18" to 24" tall	3.49 SQ @	1,100.50 =	3,840.75
15% waste.			
26. Roofing felt - synthetic underlayment	3.49 SQ @	32.24 =	112.52

TRUSTEE_ICA

12/2/2016

Page: 2

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900
Houston TX, 77002
Tel: 800.786.1060
Web: www.insuranceclaimadvantage.com

CONTINUED - H

DESCRIPTION	QTY	UNIT PRICE	TOTAL
15% waste.			
27. Bird stop - Eave closure strip for tile roofing - clay	69.39 LF @	4.03 =	279.64
28. R&R Ridge / Hip / Rake cap - tile roofing	47.20 LF @	13.13 =	619.74
29. R&R Drip edge/gutter apron	69.39 LF @	2.11 =	146.42
30. Seal & paint trim - two coats	69.39 LF @	0.95 =	65.92
Paint drip edge.			
31. R&R Flashing, 14" wide	LF @	3.36 =	0.00
32. R&R Fascia - metal - 4"	69.39 LF @	3.36 =	233.15
33. Prime & paint exterior fascia - metal, 4" - 6" wide	69.39 LF @	1.08 =	74.94
34. R&R Gutter - aluminum - up to 5"	69.39 LF @	4.87 =	337.93
35. R&R Downspout - aluminum - up to 5"	34.69 LF @	4.87 =	168.94
36. Prime & paint gutter / downspout	104.08 LF @	1.11 =	115.53

E

DESCRIPTION	QTY	UNIT PRICE	TOTAL
37. R&R Greenhouse Enclosure - Full Glass	1,014.95 SF @	18.86 =	19,141.96

Exterior Elevations

DESCRIPTION	QTY	UNIT PRICE	TOTAL
38. R&R Window screen, 17 - 25 SF	4.00 EA @	60.26 =	241.04
39. Seal & paint wood window (per side)	4.00 EA @	37.21 =	148.84

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
40. General clean - up	16.00 HR @	33.00 =	528.00
41. Dumpster load - Approx. 20 yards, 4 tons of debris	3.00 EA @	393.00 =	1,179.00

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900
 Houston TX, 77002
 Tel: 800.786.1060
 Web: www.insuranceclaimadvantage.com

CONTINUED - General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Taxes, insurance, permits & fees (Bid Item)	1.00 EA @	3,300.00 =	3,300.00
43. Residential Supervision / Project Management - per hour	80.00 HR @	51.96 =	4,156.80

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
5,257.80 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
15,480.27 Surface Area	154.80 Number of Squares	1,869.30 Total Perimeter Length
424.60 Total Ridge Length	355.55 Total Hip Length	

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900
 Houston TX, 77002
 Tel: 800.786.1060
 Web: www.insuranceclaimadvantage.com

Summary for Dwelling

Line Item Total	266,636.77
Material Sales Tax	11,222.12
Cleaning Mtl Tax	0.01
Subtotal	277,858.90
Overhead	27,455.91
Profit	27,455.91
Cleaning Sales Tax	52.27
Replacement Cost Value	\$332,822.99
Net Claim	\$332,822.99

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900

Houston TX, 77002

Tel: 800.786.1060

Web: www.insuranceclaimadvantage.com

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)
Line Items	27,455.91	27,455.91	11,222.12	0.01	52.27	0.00	0.00
Total	27,455.91	27,455.91	11,222.12	0.01	52.27	0.00	0.00

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900

Houston TX, 77002

Tel: 800.786.1060

Web: www.insuranceclaimadvantage.com

Recap by Room

Estimate: TRUSTEE_ICA

Area: Source - Roof InSight

Area: Source - Roof InSight

L

231,572.05 86.85%

H

6,369.08 2.39%

E

19,141.96 7.18%

Area Subtotal: Source - Roof InSight

257,083.09 96.42%

Area Subtotal: Source - Roof InSight

257,083.09 96.42%

Exterior Elevations

389.88 0.15%

General Conditions

9,163.80 3.44%

Subtotal of Areas

266,636.77 100.00%

Total

266,636.77 100.00%

EXHIBIT A**Insurance Claim Advantage, LLC**

440 Louisiana, Suite 900

Houston TX, 77002

Tel: 800.786.1060

Web: www.insuranceclaimadvantage.com

Recap by Category

O&P Items	Total	%
AWNINGS & PATIO COVERS	18,330.00	5.51%
CLEANING	528.00	0.16%
GENERAL DEMOLITION	22,775.85	6.84%
LABOR ONLY	4,156.80	1.25%
PAINTING	3,548.43	1.07%
ROOFING	201,823.12	60.64%
SOFFIT, FASCIA, & GUTTER	7,496.54	2.25%
WINDOW REGLAZING & REPAIR	229.40	0.07%
WINDOWS - SKYLIGHTS	4,448.63	1.34%
O&P Items Subtotal	263,336.77	79.12%
Non-O&P Items	Total	%
PERMITS AND FEES	3,300.00	0.99%
Non-O&P Items Subtotal	3,300.00	0.99%
O&P Items Subtotal	263,336.77	79.12%
Material Sales Tax	11,222.12	3.37%
Cleaning Mtl Tax	0.01	0.00%
Overhead	27,455.91	8.25%
Profit	27,455.91	8.25%
Cleaning Sales Tax	52.27	0.02%
Total	332,822.99	100.00%

Source - Roof InSight

12/2/2016

Page: 9


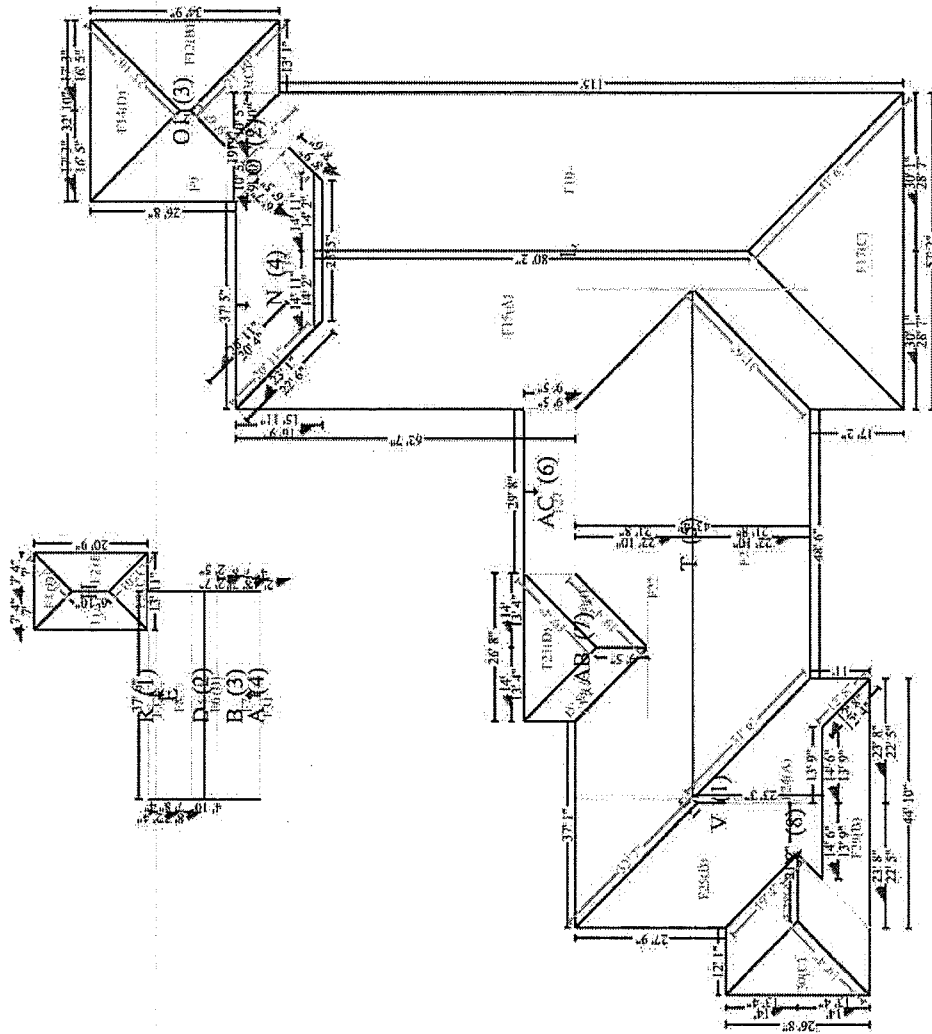


EXHIBIT B

Amended House & Home Policy Declarations

Your policy effective date is August 20, 2015



Page 1 of 4

Total Premium for the Policy Period

Premium for property insured	\$4,982.53
Recoupment Fee Volunteer Rural Fire Department Assistance Program	0.63

Total	\$4,983.16
--------------	-------------------

Discounts (included in your total premium)

Protective Device	\$63.47	Multiple Policy	\$1,126.92
Claim Free	\$682.03	Allstate Easy Pay Plan	\$239.39
Early Signing	\$92.86	Responsible Payment	\$1,291.92
Smoke-Free	\$316.10	Welcome	\$562.25
Total discount savings	\$4,374.94		

Insured property details*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182) for additional coverage information. Contact us if you have any changes.

Location of property insured: 4301 Briarhaven Rd, Fort Worth, TX 76109-4602

Dwelling Style:

Built in 1971; 1 family; 8404 sq. ft.; 1 story

Attached structures:

One 1-car attached garage Open porch, 40 sq. ft.
 One 2-car attached garage

Interior details:

One basic kitchen Four semi-custom full baths
 One semi-custom kitchen Two semi-custom half baths

Exterior wall types:

30% stucco on frame 70% brick on frame

Interior wall partition:

100% drywall

Heating and cooling:

Average cost heat & central air conditioning, 200%

Additional details:

Interior wall height - greater than 10 ft, 30% Interior wall height - less than 10 ft, 70%

(continued)

Information as of October 30, 2015

Summary

Named Insured(s)
Richard Abrams Abrams Trust

Mailing address
6145 Wedgwood Dr
Fort Worth TX 76133-2768

Policy number
836 486 384

Your policy provided by
Allstate Vehicle and Property Insurance Company

Policy period
 Beginning **August 20, 2015** through **August 20, 2016** at 12:01 a.m. standard time

Your Allstate agency is
Troy and Associates
 6016 Southwest Blvd
 Fort Worth TX 76109
 (817) 735-4222
 DianaTroy@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

TX070AMD



Amended House & Home Policy Declarations
 Policy number: **836 486 384**
 Policy effective date: August 20, 2015
 Your Allstate agency is Troy and Associates
 (817) 735-4222

Page 2 of 4

Insured property details* (continued)

Fire protection details:

Fire department subscription - no 2 miles to fire department

Roof surface material type:

Slate

▪ 100% slate

Other

▪ Four small skylights

Roof details:

Predominant roof type: Slate

Age of roof - 6 years

Roof geometry - Hip

Mortgagee - None

Additional Interested Party - None

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection	\$1,237,943	▪ \$12,379 Windstorm and Hail ▪ \$12,379 All other perils
Other Structures Protection	\$123,795	▪ \$12,379 Windstorm and Hail ▪ \$12,379 All other perils
Personal Property Protection	\$866,561	▪ \$12,379 Windstorm and Hail ▪ \$12,379 All other perils
Additional Living Expense	Up to 12 months not to exceed \$247,589	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Foundation Water Damage	\$5,000	
Additional Fire Department Charges	Not purchased*	
Building Codes	Not purchased*	
Building Materials Theft	Not purchased*	
Building Structure Reimbursement	20% above dwelling protection	
Extended Limits		
Country Endorsement	Not purchased*	
Dwelling in the Course of Construction	Not purchased*	
Electronic Data Recovery	Not purchased*	

(continued)

064 070 042
 1510315302561
 11000005302501064TX00015103103243000489002004004942
 TX070AM0

House me licy
Policy umber:

arbitration only upon mutual consent of the parties.
Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Residential Community Property Clause

This policy, subject to all other terms and conditions, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this policy, until the expiration of the policy or until cancelled in accordance with the terms and conditions of this policy.

Loss Reduction And Other Items

From time to time and in our sole discretion, we may provide you, or allow others to provide you, with:

1. items, memberships, special offers, merchandise, points, services, classes, seminars or other things of value designed to help you or other persons insured under this policy manage the risks you or they face, including, but not limited to, loss reduction or safety-related items; or
2. items, memberships, special offers, merchandise, points, services, classes, seminars or things of any other type that we think may be of value to you or someone else insured under this policy.

These items, memberships, special offers, merchandise, points, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. **Your dwelling**, including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure, including fences, or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Other Structures Protection—Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures at the address shown on the Policy Declarations connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.
4. Wall-to-wall carpeting fastened to **building structures**, other than **your dwelling**, at the address shown on the Policy Declarations.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.

House me licy
Policy umber:



3. Land.
4. Construction materials and supplies at the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

Personal Property Protection-Coverage C

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection-Coverage C**.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection-Coverage C**. The total amount of coverage for each group in any one loss is as follows:

1. \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
2. \$ 500 — Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:
 - a) tapes;
 - b) CDs, DVDs and other discs;
 - c) records;
 - d) disks;
 - e) reels;
 - f) cassettes;
 - g) cartridges; or
 - h) programs.

3. \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

4. \$ 1,000 — Trading cards, subject to a maximum amount of \$250 per card.
5. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
6. \$ 1,000 — Trailers not used with watercraft.
7. \$ 1,500 — Motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
8. \$ 2,000 — Theft of firearms, their related equipment, and accessories.
9. \$ 2,500 — Theft of goldware, silverware, pewterware and platinumware.
10. \$ 5,000 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware, and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
11. \$10,000 — Theft of tools and their accessories.
12. \$10,000 — Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.



House me licy
Policy umber:

3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the disabled, or used solely for the service of the **insured premises**, and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders or tenants not related to **you**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Satellite dish antennas and their systems.
8. Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards, and smart cards.
9. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
10. Manuscripts, including documents stored on electronic media.

Losses We Cover Under Coverages A, B and C:

We will cover **sudden and accidental** direct physical loss to the property described in **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. **Windstorm** or hail.

We do not cover:

- a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.

3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
8. Vandalism and malicious mischief.

We do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to:
 - a) a **building structure** or other structure covered under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**; or
 - b) property covered under **Personal Property Protection-Coverage C** in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.
11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow. However, **we** do not cover loss, including ensuing loss or the cost of tearing out and replacing any part of **your dwelling**, caused by the discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system

EXHIBIT C



EXHIBIT C

4949 W. Royal Lane	800.527.0168
Irving, Texas 75063	214.614.6500
HaagEngineering.com	214.614.6501 fax

July 28, 2016

Allstate Insurance Co
PO Box 3249
Coppell, TX 75019

Attention: Tomas Cardenas

Re: Richard Abrams Residence
Roof Hail Damage Evaluation
4301 Briarhaven Road
Ft Worth, TX 76109
Client File: 0410541247
Haag File: 0116180466-134

Complying with your request, Robert N. Fleishmann, P.E., inspected the buildings roofs at the Abrams property to determine the extent of hailstone impact damage and provided a protocol for repairing any hail-caused damage to the roof coverings. The inspection was conducted on June 15, 2016. At your request, we are sending this compendium which presents an overview of our inspection, as well as our specific conclusions and pertinent supporting data. Should you require additional detailed information following review of this document, an expanded report with in-depth discussion and additional supporting documentation can be written.

Executive Summary

We visually inspected the roofs at the Abrams residence, including the main residence, green house, garden building, barn, and care taker's house for hail impact damage. We further inspected the statuary in the yards surrounding main house.

Hail had recently fallen at the Abrams residence, and it size was too small to damage the slate tile covering on the residence and garden building roofs. The hail was too small to even dent the metal roof of the barn. Hail had damaged the composition shingles covering the care taker's residence, but the damaging hail had fallen prior to the construction of the barn.

Hail may have broken a north facing window of the green house and damaged two of the statues in the front yard. Wind may have blown back five ridge slates on the main ridge of the garden house. The blown back slates can be easily repaired using standard slate repair techniques.

EXHIBIT D

Exhibit D**Journey Automotive and Transport
Serv.**

Web Site: journeyautomotives.com
 2323 Blue Smoke Ct. N
 Fort Worth, TX, 76105
 Phone: 817-984-3730
 Fax: 817-420-9038

Email: journeyautomotive@yahoo.com
 "Where our service takes you a long way."

Estimate #	1001
P.O.	1207
Date	Nov 18, 2016
Time	03:50 pm

E S T I M A T E

Page 1 of 3

Michael Engfer
 6145 Wedgewood Dr.
 Fort Worth, TX 76133
 Work: 817-850-9800

Year	2005	Mileage	
Make	BENTLY	Tag	CCN-4484
Model	COUPE (CGT)	Vehicle #	
Engine	6.0		
VIN	SCBCR63W05C026225	Promised	
Parts	Do Not Return Old Parts		

Labor	\$6,355.20
Parts	\$10,966.27
Misc	\$5,517.00
Subtotal	\$22,838.47
Tax	\$0.00
Total	\$22,838.47

Rate Type	Hourly	Payment Method	Cash	Estimate Charge	\$1,700.00
Other Authorized Person	TRISTAN KING			Phone	817-984-3730

Labor

Description	Price
R & R LABOR (BODY) HAIL REPAIR AND OVERSIZED HAIL DENTS	\$6,205.20
R & R WINDSHIELD	\$90.00
R & R REAR WINDOW	\$60.00

Parts

Part No.	Description	Quantity	Unit Cost	Price
	BENTLY (HOOD)	1.00	\$1,800.00	\$1,800.00
	BENTLY (WINDSHIELD)	1.00	\$3,381.15	\$3,381.15
	BENTLY (SIDE MIRRORS)	2.00	\$1,133.50	\$2,267.00
	BENTLY (REAR WINDOW)	1.00	\$2,980.14	\$2,980.14
	BELT MOLDINGS	2.00	\$60.00	\$120.00
	QUARTER GLASS TRIM	2.00	\$109.00	\$218.00
	FRONT WINDOW TRIM	1.00	\$89.99	\$89.99

The signature below is my authorization for the auto repair facility to complete the repair work indicated above including the necessary materials and sublet work. I also authorize employees of the facility to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. I affirm that the facility is not responsible and shall be held harmless for loss or damage to my vehicle caused by fire, theft, or acts of nature.

SIGNED _____

DATE _____

Total	\$22,838.47
--------------	--------------------

Michael G. Engfer
ATTORNEY AT LAW

September 5, 2017
Tarrant County District Court

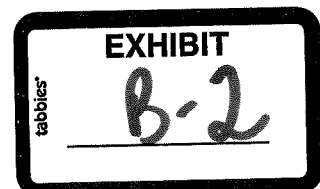
Re: Richard Abrams Trustee of The Richard N. Abrams Trust
created v. Allstate Vehicle & Property Insurance Company

To Whom It May Concern:

Please issue one citation. Please mail the citation to our office at 6145
Wedgwood Drive, Fort Worth, TX 76133. The citation will be returned
to your office once served.

Thank You,
Michael Engfer
651-485-7330

6145 WEDGWOOD DRIVE
FORT WORTH, TEXAS 76133
PHONE 817-850-9800
FAX 817-850-9801
EMAIL mike@sryp.net



DOCKET NO. 141-294500-17

DEFENDANT'S NAME:

AFFIDAVIT

SERVICE MEMBERS CIVIL RELIEF ACT SEC. 201 (b)

*To **VERIFY** Military Status go to website: <http://www.dmdc.osd.mil/appj/scra/scraHome.do>

PLAINTIFF BEING DULY SWORN ON HIS OATH DEPOSES AND SAYS UNDER PENALTY OF PERJURY THAT
DEFENDANT: (Please select ONE for DEFENDANT)

IS IN THE MILITARY SERVICE AND ON ACTIVE DUTY IN A FOREIGN COUNTRY

OR

IS IN THE MILITARY SERVICE AND NOT ON ACTIVE DUTY IN A FOREIGN COUNTRY

OR

X IS NOT IN THE MILITARY SERVICE

*(In addition to this affidavit you MUST provide proof of military status before a default judgment can be rendered).

OR

HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS RELIEF ACT OF 2003

OR

PLAINTIFF IS UNABLE TO DETERMINE WHETHER OR NOT DEFENDANT IS IN MILITARY SERVICE AT THIS TIME

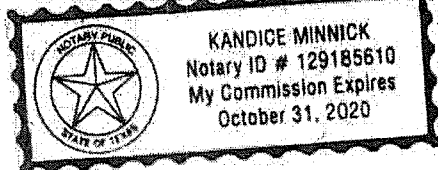
*(In addition to this affidavit you MUST provide proof of military status before a default judgment can be rendered).

*I am not providing proof of military status from the governmental website because:

Sign Here

SIGNATURE OF PLAINTIFF/AGENT/ATTORNEY FOR PLAINTIFF

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5 DAY OF September, 2017.



CLERK OF THE JUSTICE COURT

NOTARY PUBLIC IN AND FOR STATE OF TEXAS (STRIKE ONE)

Penalty for making or using false affidavit – A person who makes or uses an affidavit knowing to be false, shall be fined as provided in title 18 United States Code, or imprisoned for not more than one year, or both.

****CERTIFICATE OF LAST KNOWN ADDRESS****

In strict compliance with Rule 503.1(d), Texas Rules of Civil Procedure, it is hereby certified that the last known mailing address of Defendant is as follows:

CT CORPORATION System, 1999 Bryan Street, Suite 900
CITY, STATE, AND ZIP CODE DALLAS, TX 75201

**DEFENDANT'S ADDRESS

Sign Here

SIGNATURE OF PLAINTIFF/AGENT/ATTORNEY FOR PLAINTIFF

EXHIBIT

B-3

Rev. 01/30/2015

Michael G. Engfer
ATTORNEY AT LAW

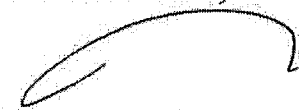
FILED
TARRANT COUNTY
10/10/2017 8:14 AM
THOMAS A. WILDER
DISTRICT CLERK

10/10/2017

Case Number: 141-294500-17 Lincoln Factoring v. RICHARD ABRAMS
TRUSTEE OF THE RICHARD N. ABRAMS TRUST VS. ALLSTATE
VEHICLE & PROPERTY INSURANCE COMPANY

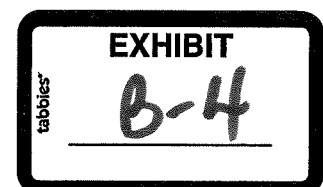
Please email the citation & petition back to me at
mike@sryp.net.

Thank You,



Michael Engfer

6145 WEDGWOOD DRIVE
FORT WORTH, TEXAS 76133
PHONE 817-850-9800
FAX 817-850-9801
EMAIL mike@sryp.net



141-294500-17

FILED
TARRANT COUNTY
10/18/2017 9:03 AM
THOMAS A. WILDER
DISTRICT CLERK

STAT OF TEXAS

NO. 141-294500-17

RICHARD ABRAMS TRUSTEE OF

§ IN THE DISTRICT COURT

Plaintiff

VS.

§ JUDICIAL DISTRICT COURT 141

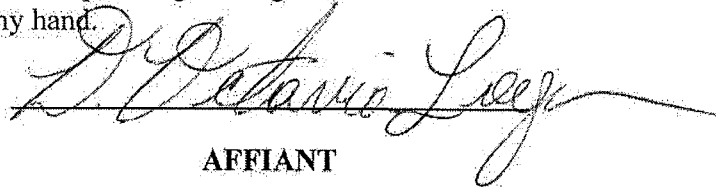
ALLSTATE VEHICLE & PROPERTY
INSURANCE COMPANY

§ TARRANT COUNTY, TEXAS

RETURN OF SERVICE SUBPOENA

Allstate Vehicle & Property Insurance Company

Came to hand on the 12th day of October, 2017, at 10 o'clock A.M. Executed at 1999 Bryan St, Dallas, Texas 75201, within the County of Dallas at (HOUR) o'clock (AM/P.M.) on the 16th day of October, 2017, by delivering to the within named Allstate Vehicle and Property Insurance Company in person a true copy of Citation together with the accompanying copy of this Plaintiff's Original Petition pleading, having first endorsed on the same date of delivery. To certify which witness my hand.

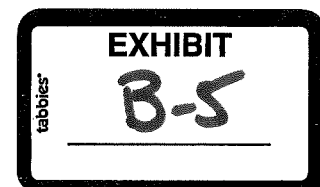


AFFIANT

D. Octavia Logan SCH # 12583 EXP 04/30/2020

Dallas County, Texas

My name is D. Octavia Logan, my date of birth is 07/26/1974, and my address is 1505 Jennifer St. Richardson Texas 75082. I declare under the penalty of perjury that the foregoing is true and correct. Executed in Dallas County, State of TX, on the 16th day of October, 2017.



141-294500-17

CAUSE # 141-294500-17

FILED
TARRANT COUNTY
11/6/2017 10:23 AM
THOMAS A. WILDER
DISTRICT CLERK

Richard Abrams Trustee of	§	
The Richard N. Abrams Trust created under	§	
The Abrams Family Gift Trust	§	In the District Court of
	§	
<i>Plaintiff</i>	§	
	§	
v.	§	Tarrant County, Texas
	§	
Allstate Vehicle & Property	§	
Insurance Company	§	
	§	
<i>Defendant</i>	§	141st Judicial District

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

Plaintiff, Richard Abrams Trustee of The Richard N. Abrams Trust created under The Abrams Family Gift Trust, asks the Court to sign a default judgment against defendant, Allstate Vehicle & Property Insurance Company.

INTRODUCTION

1. Plaintiff, Richard Abrams Trustee of The Richard N. Abrams Trust created under The Abrams Family Gift Trust, sued defendant, Allstate Vehicle & Property Insurance Company for Breach of Contract & Breach of the Duty of Good Faith and Fair dealing.

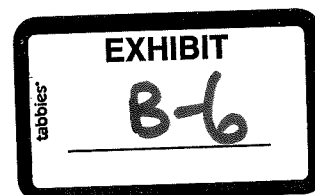
2. Allstate is in breach of its contract of insurance with Plaintiff and has breached its duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear and refused to pay for damages caused by hail.

BACKGROUND

3. On September 5, 2017, plaintiff filed *its original* petition in this suit.

4. On October 12, 2017, defendant was served with citation and a copy of plaintiff's *original* petition by process server to Defendant's agent of record.

Plaintiff's Original Petition



5. The citation and proof of service were filed on October 18, 2017, which was at least ten days before the filing of this motion.

6. The deadline for defendant to file an answer was November 2, 2017. However, defendant did not file an answer or any other pleading constituting an answer.

Argument & Authorities

7. The Court should render a default judgment against defendant because defendant was properly served and did not file an answer or any other pleading constituting an answer within the prescribed time period. *See* Tex. R. Civ. P. 239.

8. The last known address of defendant is 3075 Sanders Road Suite H1a Northbrook IL 60062-7127. Attached as Exhibit A is a certificate of defendant's last known address.

9. Defendant is not in the military service. Attached as Exhibit B is an affidavit about defendant's military status.

Damages

10. Plaintiff asks the Court to render a default judgment establishing defendant's liability and render a final judgment awarding plaintiff damages in the amount of \$611,848.78. (Ex. C).

CONCLUSION

11. Plaintiff is entitled to a default judgment for the reasons asserted in this motion. Allstate failed to answer and is in breach of its contract of insurance with Plaintiff and has breached its duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear and failed to pay for damages caused by hail.

PRAYER

12. For these reasons, plaintiff asks the Court to sign a default judgment for the amount of \$611,848.78.

Respectfully submitted,

/s/ Michael Engfer
State Bar No. 24085296
6145 Wedgwood Drive
Fort Worth TX 76133
Phone: (817) 850-9800
Facsimile: (817) 916-5106
mike@sryp.net
ATTORNEY FOR PLAINTIFF

EXHIBIT A

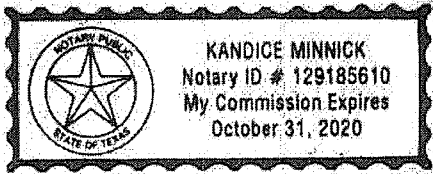
EXHIBIT A

STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

Mike Engfer SIGNED under oath before me on 11/6/2017



A handwritten signature in black ink, appearing to read "Kandice Minnick", written over a horizontal line.

Notary Public, State of Texas

Texas Department of Insurance

333 Guadalupe St. P.O. Box 149104 Austin, TX 78714-9104

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

[Skip over these navigation links.](#)[Show Explanation of Terms](#)**Table of Contents**[General Info](#) | [Contact Info](#) | [Types of Insurance](#) | [Use of Credit](#) | [Attorney for Service](#) | [Ratings](#) | [Financial Info](#) |
[Premiums](#) | [Complaint Ratios](#) | [Company History](#) | [Company Officers](#)**General Information:**[Return to top.](#)

Type of Entity:	Fire and Casualty (FC)
Status of TX License:	Active
Company Status:	Normal Operations
License Number:	93729
NAIC Number:	37907
TDI Company Number:	93729
FEIN:	042680300
Home City/State:	IL
Origin:	Foreign
Date Incorporated/Organized:	08/20/1979
Date Licensed/Eligible/Registered in Texas:	09/29/1981
Date Cancelled/Ineligible/Inactive:	

Contact Information:[Return to top.](#)

Mailing Address:	3075 Sanders Road Suite H1a Northbrook IL 60062-7127
Office Number:	(847)402-5000
Toll Free Number:	
Fax Number:	(847)402-0508

Types of Insurance Licensed to Write:[Return to top.](#)

- Accident
- Aircraft Liability
- Aircraft Physical Damage
- Allied Coverages
- Auto Physical Damage
- Automobile Liability
- Boiler & Machinery
- Burglary & Theft
- Employers' Liability
- Fidelity & Surety
- Fire
- Forgery
- Glass
- Hail
- Health
- Inland Marine
- Liability Other than Auto
- Livestock
- Ocean Marine
- Rain
- Workers Comp and Emp Liability

Use of Credit:

[Return to top.](#)

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

[Click Here for Use of Credit](#)

Attorney for Service:

[Return to top.](#)

[Click Here for Attorney for Service Guidelines](#)

C T Corporation System
1999 Bryan St Ste 900
Dallas TX 75201 -3136

Rating By Financial Organization:

[Return to top.](#)

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

[A.M. Best](#)
[Weiss Ratings Inc.](#)
[Standard & Poor's](#)
[Moody's Investors Service](#)
[Fitch IBCA, Duff and Phelps Ratings](#)

EXHIBIT B

DOCKET NO. _____ DEFENDANT'S NAME: Allstate Vehicle and Property Insurance Company

AFFIDAVIT

SERVICE MEMBERS CIVIL RELIEF ACT SEC. 201 (b)

***To VERIFY Military Status go to website: <http://www.dmdc.osd.mil/appj/scra/scra-home.do>**

PLAINTIFF BEING DULY SWORN ON HIS OATH DEPOSES AND SAYS UNDER PENALTY OF PERJURY THAT
DEFENDANT: (Please select **ONE** for **DEFENDANT**)

____ IS IN THE MILITARY SERVICE AND ON ACTIVE DUTY IN A FOREIGN COUNTRY

OR

____ IS IN THE MILITARY SERVICE AND NOT ON ACTIVE DUTY IN A FOREIGN COUNTRY

OR

☒ IS NOT IN THE MILITARY SERVICE

*(In addition to this affidavit you MUST provide proof of military status before a default judgment can be rendered).

OR

____ HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS RELIEF ACT OF 2003

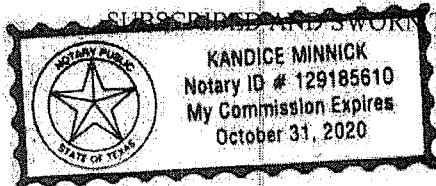
OR

____ PLAINTIFF IS UNABLE TO DETERMINE WHETHER OR NOT DEFENDANT IS IN MILITARY SERVICE AT THIS TIME

*(In addition to this affidavit you MUST provide proof of military status before a default judgment can be rendered).

***I am not providing proof of military status from the governmental website because:**

Sign Here



SIGNATURE OF PLAINTIFF/AGENT/ATTORNEY FOR PLAINTIFF

6th DAY OF NOV, 2017

CLERK OF THE JUSTICE COURT
NOTARY PUBLIC IN AND FOR STATE OF TEXAS (STRIKE ONE)

Penalty for making or using false affidavit – A person who makes or uses an affidavit knowing to be false, shall be fined as provided in title 18 United States Code, or imprisoned for not more than one year, or both.

****CERTIFICATE OF LAST KNOWN ADDRESS****

In strict compliance with Rule 503.1(d), Texas Rules of Civil Procedure, it is hereby certified that the last known mailing address of Defendant is as follows:

3075 Sanders Road Suite H1a, Northbrook, IL 60062

****DEFENDANT'S ADDRESS**

CITY, STATE, AND ZIP CODE

Sign Here

SIGNATURE OF PLAINTIFF/AGENT/ATTORNEY FOR PLAINTIFF

EXHIBIT C

Page 1 of 2



Insurance Claim Advantage, LLC

Your Adjuster. Your Advantage.
No Recovery. No Fee.Texas Department
of Insurance
License #: 2106655**SWORN STATEMENT IN PROOF OF LOSS**

At the time of loss, the following persons or legal entities were insured:

1. Identification of All Insured:

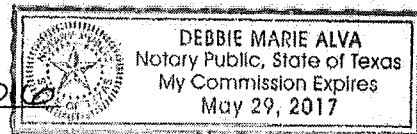
Richard Abrams
4301 Briarhaven Road
Fort Worth, TX 761092. Time and Origin: A Hail / Wind loss occurred on 2016-03-21. The cause and origin of the said loss were Hail / Wind.3. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Residential4. Title and Interest: At the time of the loss the interest of the named insured(s) in the property described therein was owner. No other person or persons has any interest therein or encumbrance thereon, except: lienholder.5. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: N/A

6. Total Insurance: The total amount of insurance upon the property described by this policy was at the time of the loss is reflected in the declaration page of policy number 836486384, other than this policy, there was no policy or other contract of insurance, written or oral, valid or invalid.

7. The Actual Cash Value of said property at the time of the loss was: Unknown8. The Whole Loss and Damage was: \$611840.789. The Amount Claimed under the above referenced policy prior to subtracting previous payments and the applicable deductible is: \$611840.78

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of an estimate or the preparation of proofs by a representative of the insured is not a waiver of any of the insured's rights.
SUPPLEMENT PROOF OF LOSS MAY FOLLOW.

Insured's Representative: [Signature]State of: TexasCounty of: HarrisSubscribed and sworn to me this 21st date of Dec., 2016[Signature] Notary Public

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds or any insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Dallas
469.269.0087

Houston
440 Louisiana, Suite 900
Houston TX, 77002

San Antonio
210.570.9717

Insurance Claim Advantage, LLC
800.304.4748

CAUSE # 141-294500-17

FILED
TARRANT COUNTY
11/6/2017 10:23 AM
THOMAS A. WILDER
DISTRICT CLERK

Richard Abrams Trustee of
The Richard N. Abrams Trust created under
The Abrams Family Gift Trust

Plaintiff

v.

Allstate Vehicle & Property
Insurance Company

Defendant

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§
§

In the District Court of

Tarrant County, Texas

141st Judicial District

DEFAULT JUDGMENT ORDER

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

On this day came to be heard the above-entitled and numbered cause wherein Richard Abrams Trustee The Richard N. Abrams Trust created under The Abrams Family Gift Trust is the Plaintiff and Allstate Vehicle & Property Insurance Company ("INS") is the Defendant. Plaintiff appeared in person and by its attorney of record and announced ready for trial.

Defendant INS, although having been duly and legally cited to appear and answer herein, failed to appear and answer, and wholly made default.

Citation was properly served on Defendant INS on October 12, 2017, according to law. Plaintiff filed the return of service for Defendant INS with the Clerk of this Court on October 18, 2017, where it has remained on file for the time required by law.

The Court has considered the pleadings and records on file in this cause and the evidence presented and are of the opinion that judgment should be rendered for Plaintiff. The Court has concluded it has jurisdiction over Defendant INS, and over the matter in controversy.

Default Judgment Order



It is accordingly ADJUDGED that CO, Plaintiff, recover from INS, Defendant, judgment for \$611,848.78 which represents the principle amount and interest at the rate of 5% per year on the total judgment from the date of judgment until paid;

It is ORDERED THAT Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

This Judgment disposes of all parties and all causes of action and is final and appealable.

All relief not expressly granted herein is denied.

SIGNED on _____

JUDGE PRESIDING

CAUSE # 141-294500-17

FILED
TARRANT COUNTY
11/6/2017 10:23 AM
THOMAS A. WILDER
DISTRICT CLERK

Richard Abrams Trustee of
The Richard N. Abrams Trust created under
The Abrams Family Gift Trust

Plaintiff

v.

Allstate Vehicle & Property
Insurance Company

Defendant

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In the District Court of

Tarrant County, Texas

141st Judicial District

DEFAULT JUDGMENT ORDER

STATE OF TEXAS

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COUNTY OF TARRANT

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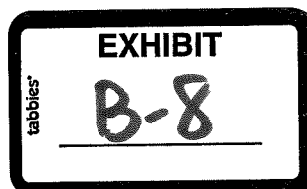
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E-MAILED

11/9/17

Default Judgment Order



1

4

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All relief not expressly granted herein is denied.

SIGNED on November 8 2017



JUDGE PRESIDING

Yolanda E. Garza

From: Yolanda E. Garza
Sent: Thursday, November 09, 2017 1:49 PM
To: 'mike@sryp.net'
Subject: 141-294500-17 default judgment
Attachments: 14129450017000012.tif

RE: 141-294500-17

Please find attached a signed order for the cause number shown above.

Thank you

YOLANDA E. GARZA
141st Lead Clerk
Tarrant County District Clerk
100 N Calhoun St, 2nd Floor
Fort Worth, TX 76196
(817)884-1588
yegarza@tarrantcounty.com



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402



141ST

MICHAEL GARY ENGFER
LAW OFFICE OF MICHAEL G ENGFER
6145 WEDGWOOD DR
FORT WORTH TX 76133

TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402



141ST

ALLSTATE VEHICLE & PROPERTY
INSURANCE COMPANY
B/S CT CORP SYSTEM
1999 BRYAN ST STE 900
DALLAS TX 75201

Civil Docket

Discovery: 2

141-294500-17

Cause of Action: CONTRACT, INSURANCE

NAMES OF PARTIES

ATTORNEYS

Date Filed
09/05/2017

RICHARD ABRAMS

ENGFER, MICHAEL GARY
6145 WEDGWOOD DR

Jury
Fee \$

vs.

FORT WORTH, TX 76133
BarID: 24085296TX Ph (817) 850-9800 PLTF
Fax Ph (817) 916-5106
LAW OFFICE OF MICHAEL G ENGFER
MIKE@SRYP.NET

Paid
By

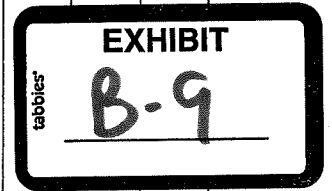
ALLSTATE VEHICLE & PROPERTY
INSURANCE COMPANY

Date of Orders

ORDERS OF COURT

Was Steno Used?

11/8/17 *Default*



141-294500-17